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DOC # 20190033234

Restrictive Page 1 of 28
Russell Shirts Washington County Recorder
08/20/2019 10:06:14 AM Fee \$ 40.00
By CW THE RHONE LLC



When Recorded Return To:

CW The Rhône, LLC
1222 West Legacy Crossing Blvd, #6
Centerville, UT 84014

Affects Parcel No.: SC-74-A-1

DECLARATION
OF
CONVENANTS, CONDITIONS AND RESTRICTIONS
RHÔNE SUBDIVISION
(a Single-Family Residential Development)

Santa Clara, Utah

Prepared by:

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PREAMBLE

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for the RHÔNE SUBDIVISION is issued effective this 6th day of August, 2019 and affects the following real property located in the City of Santa Clara, Washington County, State of Utah more particularly described in *Addendum "A"*, which is attached hereto and incorporated herein by this reference.

RECITALS

WHEREAS, the undersigned ("*Developer*") is the owner of certain real property located in the City of Santa Clara ("*City*"), Washington County, State of Utah, containing 13.137 total acres, identified as the Rhône Subdivision, and more particularly described in *Addendum "A"* which is attached hereto and incorporated herein ("*Property*" or "*Development*"); and

WHEREAS, the Property is located in the Southeast part of the City adjacent to the Santa Clara River and is accessed by Old Farm Road on the East, the future extension of Chapel Street on the West and Vernon's Street to the North.

WHEREAS, Developer has subdivided the Property into 24 single family residential dwelling lots and desires to convey said lots (individually "*Lot*" and collectively "*Lots*") to future owners subject to certain protective covenants, conditions and restrictions as hereinafter set forth in this Declaration of Covenants, Conditions and Restrictions ("*Declaration*").

DECLARATION

NOW THEREFORE, Developer hereby declares that all of the Property described in Addendum A shall be held, sold, used, occupied, and conveyed subject to the following covenants, conditions and restrictions; all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. These covenants, conditions and restrictions shall run with the Property and individual Lots located therein and shall be binding upon all parties having or acquiring any right, title or interest in the Property or any portion thereof, and shall inure to the benefit of each such party. The acceptance of any deed to, or conveyance of, any Lot, part or portion of the Property by the Developer or by their legal representatives, heirs, executors, administrators, successors or assigns, shall constitute their covenant and agreement with the Developer and with each other to accept, hold improve, use and convey the Property subject to this Declaration.

1. **Land Use and Building Type.** None of the Property or Lots shall be used except for single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling not to exceed two stories in height, one "casita" style guesthouse, and one detached garage or shop (as approved by the Committee) so long as its design and exterior façade and roof are identical to the dwelling in both materials and colors, and one storage shed (as approved by the Committee) set on a permanent foundation so long its colors are similar to those of the dwelling and it is not constructed of plastic or metal. Every dwelling unit shall have, as a minimum, a two car attached garage and a main floor at grade of at least 2000 square feet of finished interior space exclusive of garages, patios, balconies, decks

or semi-external spaces located on the ground floor. If authorized by a Lot specific geotechnical study performed by a licensed and bonded geotechnical engineer and hydrologist on a case by case basis (paid for by the Lot owner) homes upon Lots may contain a "**Basement**" (defined as being 7 or more feet below the grade level of the Lot and in no instance may be a split level home with significant portions of the basement level extending above the grade level of the Lot), but none of the square footage of a Basement shall be counted towards the minimum main floor square footage requirement set forth above. All homes shall have a concrete paved driveway connecting the parking with a street in such a way as to allow safe ingress and egress. All construction shall be of new materials, except that used brick or stone may be used with the prior written approval of the Architectural Control Committee as defined in Section 4, below.

2. **Care and Maintenance of Lot.** The owner of each Lot shall keep the same free from rubbish, litter and noxious weeds. All structures, landscaping and improvements shall be maintained in good condition and repair at all times.

3. **Nuisances & Illegal Uses.** No noxious or offensive activity shall be carried out on any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, surrounding area and other owners of Lots. No Lot shall be used for any illegal purpose.

4. **Architectural Control Committee.**

a. **Creation.** The Developer shall appoint an Architectural Control Committee ("**Committee**") consisting of three persons, one of whom shall be knowledgeable in the area of residential development and/or civil & structural engineering. The Developer shall have the power to remove members of the Committee and fill vacancies on the Committee until the last certificate of occupancy for the last residence constructed upon a Lot has been issued by the City ("**Developer Control Period**"). When the Developer Control Period expires, the Committee shall give written notice of this event to each Lot owner and thereafter the Lot owners shall, within sixty (60) calendar days, elect new members of the Committee. Each Lot owner shall have one vote for each Lot owned. The initial Committee members elected by the Lot owners shall be elected for terms of three (3) years (for two of the members) and two (2) years (for one member). Thereafter all terms of Committee members shall be three (3) years in duration. No member of the Committee shall receive any compensation or make any charge for services rendered. The Committee shall adopt reasonable rules and regulations for the conduct of its proceedings and to carry out its duties. The Committee may fix the time and place for its regular meetings and such other meetings as may be necessary. The Committee shall meet monthly, or more or less often, on a regular basis as determined by the Committee. Written minutes shall be kept of Committee meetings and such minutes shall be open to Lot owners for inspection at reasonable times upon request. The Committee shall, by majority vote, elect one of its members as chairman and one of its members as secretary. The duties of each will be such as usually appertain to such offices.

b. **Approval of Plans.** No Construction, remodeling, addition or modification of any kind of any structure and no excavations, grading or modification of the topography of any Lot ("**Improvement**") may occur without the written consent of a majority of the

Committee. Submission and approval of applications to engage in the above activities shall be governed by rules, regulations and standards adopted by the Committee. The initial rules and regulations, subject to amendment by the Committee are attached hereto, marked *Addendum "B"* are incorporated herein by this reference. After the expiration of the Developer Control Period, any Committee rule or regulation may be amended, adopted or repealed by majority vote of the Lot owners, calculated as one vote for each Lot owned. The issuance of a permit or granting of any approval by the City or any governmental entity with respect to any matter shall not bind or otherwise affect the power of the Committee to refuse to approve such matter.

c. Waiver. Applications for approval shall be acted upon by the Committee within thirty (30) days of submission. In the event the Committee has not acted upon an application within such thirty (30) day period, the application will be deemed to be approved.

d. Inspections & Correction of Defects. Inspection of work and correction of defects therein shall proceed as follows:

1. The Committee or its duly appointed representative may at any time inspect any Improvement for which approval of plans is required under this Article. However, the Committee's right of inspection of Improvements for which plans have been submitted and approved shall terminate 60 days after the work of Improvement has been completed and the respective Owner has given written notice to the Committee of such completion. The Committee's rights of inspection shall not terminate pursuant to this paragraph if plans for the work of Improvement have not previously been submitted to and approved (or determined exempt) by the Committee as a result of such inspection, the Committee finds that such Improvement was done without obtaining approval of the plans therefor or was not done in substantial compliance with the plans approved by the Committee, it shall notify the Owner in writing of failure to comply with this Article within 60 days from the inspection, specifying the particulars of noncompliance. The Committee shall have the authority to require the Owner to take such action as may be necessary to remedy the noncompliance.

2. If, upon the expiration of 60 days from the date of such notification, the Non-complying Owner has failed to remedy such noncompliance, the Committee shall notify the Owners in writing of such failure. Upon Notice and Hearing, the other Owners shall determine by majority vote whether there is a noncompliance and, if so, the nature thereof and the estimate cost of correcting or removing the same. If a noncompliance exists, the Owner shall remedy or remove the same within a period of not more than 45 days from the date that notice of the Owners' ruling is given to the Non-complying Owner. If the Non-complying Owner does not comply with the other Owners' ruling within that period, the other Owners at their option, may record a notice of noncompliance and may peacefully remedy the noncompliance, and the Non-complying Owner shall reimburse the other Owners upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Non-complying Owner the right to remove the Non-

complying owner's a noncomplying Improvement or otherwise remedy the noncompliance shall be in addition to all other rights and remedies which the other owners' may have at law, in equity, or in this Declaration.

3. If for any reason the Committee fails to notify the Non-complying Owner of any noncompliance with previously submitted and approved plans within 60 days after receipt of such written notice of completion from the Owner, the Improvement shall be deemed to be in accordance with such approved plans.

4. All construction, alteration or other work shall be performed as promptly and diligently as possible and shall be completed within 3 months after the date on which the work commenced, unless the Committee specifically, and in writing, approves a longer work period.

e. Variances. The Committee may authorize variances from compliance with any of the architectural provisions of this Declaration, when circumstances such as topography, drainage, natural obstructions, hardship, aesthetic or environmental considerations may require. Such variances must be evidenced in writing and must be signed by the Committee. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to property and provision covered by the variance, nor shall it affect the Owner's obligation to comply with all laws and regulations, including but not limited to zoning and building ordinances and setback requirements.

f. Immunity from Liability. The Committee shall not be held liable for damages by reason of any action, inaction, approval or disapproval by it with respect to any request made pursuant to the Declaration. Any errors or omissions in the design, construction, improvement or landscaping of any structure or Lot and any violation of this Declaration or of any law or regulation are the sole responsibility of the Lot owner and the applicable designer, architect, or contractor. The Committee's review of plans shall in no way be concerned with structural, engineering or mechanical integrity or soundness, nor compliance with applicable laws or regulations.

g. Injunctive Relief. Lot owners within the Development acknowledge that any construction, remodeling, addition or modification of any kind of any structure or Improvement and any excavation, grading, or modification of the topography of any Lot which occurs without the written consent of a majority of the Committee will cause irreparable harm to other owners and purchasers of Lots within the Development. Based thereon, any violation of this Section 4 by any person shall entitle the Committee, the Developer or owner of any Lot within the Development to enforce this provision through immediate injunctive relief through the appropriate court. By purchasing or acquiring a Lot within the Development, said Lot owner, for themselves and their agents, representatives, successors and assigns, waives any and all defenses to the granting of such injunctive relief. Additionally, each Lot owner, in purchasing or acquiring their Lot(s) agrees that such injunctive relief is in addition to any other damages or claims which the

Committee, the Developer, or any Lot owner within the Development may have hereunder or pursuant to law.

5. **Prohibited Structures.** No earthen/underground home, mobile home or pre-manufactured home shall be placed, located or constructed on any Lot. No structure of a temporary character, trailer, mobile home, basement with no upper structure, pre-manufactured home, tent, shack, garage, barn or any outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

6. **Storage of Building Materials.** No lumber, material or building materials shall be kept, stored or allowed to accumulate on any Lot, except: i) that which is screened and not visible to the public, and ii) that which is used in a timely manner in connection with any construction, alteration or improvement approved by the Committee in accordance with the terms hereof.

7. **Signs.** No signs of any kind shall be displayed to the public view on any Lot except one sign of not more than one square foot for identification (numbering) purposes. One sign of not more than two (2) square feet on each side of a Lot may be used for advertising the Lot for sale or rent or identifying the home during construction. Except as specifically provided in this Section 7, no signs, including but not limited to banners, or streamers of any nature, shall be allowed on any Lot. Flags located on free standing flag poles approved by the Committee do not constitute a sign and may be displayed.

8. **Garbage and Refuse Disposal.** No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste shall not be kept except in sanitary containers which are emptied on at least a weekly basis. No unsightly materials or other objects are to be stored on any Lot in view of the general public or neighboring Lot owners.

9. **Landscaping.** Landscaping of the front and side yards of Lots must be completed within six (6) months of the City's issuance of a certificate of occupancy for the home. Landscaping of the rear yard must be completed within twelve (12) months of the City's issuance of a certificate of occupancy for the home. In addition, the following landscaping conditions and restrictions shall apply:

a. **Ground Cover.** Lots shall be landscaped such that all unpaved portions of street front or street side yards shall be planted in either grass, turf, other ground cover, or rock all as acceptable to the Committee. Unless waived in writing by the Committee based upon special circumstances, front yard landscaping shall be planted with a minimum of fifteen percent (15%) and a maximum of thirty-five percent (35%) of grass, turf or otherwise vegetated by ground cover.

b. **Landscaped Planter Strips & Planter Strip Trees.** Each Lot owner is required, as part of their landscaping, to install and maintain landscaping within the planter strip area that exists between the roadway curb and the sidewalk adjacent to each Lot. If a Lot has both primary and secondary frontage the Lot owner shall be required to install and maintain landscaping within both planter strips. Lot owners shall follow the 'typical' planter strip design profile and standards, which are attached hereto, marked *Addendum "C"* and incorporated herein by this reference.

- c. Automatic Irrigation. All front and street side yards shall have automatic irrigation to insure the viability of all lawn, shrubbery and trees. All planter strips shall be connected to the Lot's automatic irrigation system.
- d. Maintenance/Standards. Landscaping shall be maintained in top condition at all times. This includes regular mowing and pruning and removal/replacement of dead plants and the removal of fallen leaves and debris. Shrub and tree planting on corner Lots shall be located so as not to create a hazard for the movement of vehicles along streets. No trees or shrubs shall be planted on any corner. Lots shall be kept free of tall, noxious or offensive weeds and plant growth by the owner of said Lots.
- e. Enforcement. Should excessive growth occur on any Lot, the owner shall be notified by the Committee, in writing of such condition and shall be given thirty (30) days to correct the same, after which time the Committee may order such correction affected, the expense of which shall be charged to the owner of the Lot or Lots.

10. **Double Frontage Lot:** Lot 21 is a double-frontage lot. Lot 21 owner is required to apply for an exception to the requirement to construct a six (6') foot masonry wall along its rear lot line from the Santa Clara City planning commission as required by the Santa Clara City Code (See § 17.20.110). Such application shall include a plan to construct a tasteful array of landscaping including landscape boulders, trees or earthen berms along the rear lot line in accordance with Santa Clara City Code (see specifically §§ 16.24.080 and 17.20.110). Rear lot line landscaping plan shall be approved by Committee prior to submission to Santa Clara City. A party wall along the rear lot line would be out of place and create a visual nuisance to Rhône neighbors.

11. **Animals, Livestock and Poultry.** No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, or other household pets, not exceeding two (2) of each, may be kept, provided that they are not kept, bred, or maintained for any commercial purpose and are restricted to the owner's premises or on a leash under the handler's control. Up to four (4) of each of the aforementioned household pets may be kept on lots ½ acre in size or larger—but may not be kept for any commercial purpose as described above. Pets shall not create noise or odors that constitutes a nuisance to other Lot owners or their guests.

12. **Commercial Activities Prohibited.** Except for "Home Occupations" approved by the Committee in writing, Lots shall not be used for, or in connection with, the conduct of any trade, business, professional or commercial activity of any kind. This restriction shall not prohibit a Lot owner or resident from (a) maintaining his/her personal professional library; (b) keeping his/her personal business or professional records or accounts therein; or (c) handling his/her personal business or professional telephone calls or correspondence from their home. The Committee shall evaluate amount of added traffic a Home Occupation is anticipated to generate into its decision to approve or disapprove. For purposes of this Declaration, a Home Occupation is defined as any activity that requires the Lot Owner or resident's clients, customers, patients or others to come to the Lot to conduct business or which requires any employee outside of the Lot owner or resident's immediate family or household to work within the dwelling. Notwithstanding the preceding, the

Developer, its successor and assigns may use any Lot, Lots or portion of the Property for a model home, site display or a sales office during Developer Control Period.

13. **Storage of Materials.** During construction of a home or improvements on a Lot and for a period of thirty (30) days after completion thereof, a Lot may be used for the storage of materials used in the construction of the home or improvement.

14. **Party Wall Requirement and Limitations.** Party fences or walls (collectively "**Party Walls**") shall be erected in accordance with the "typical" fence & wall design profile which is attached hereto, marked **Addendum "D"** and incorporated by this reference, and in compliance with the Rhône Subdivision Party Wall Policy which is attached hereto, marked **Addendum "E"** and incorporated by this reference, unless otherwise approved by the Committee in writing or not required. Trees, hedges or shrubs may not substitute as a Party Wall. Party Walls extending beyond the front line of the dwelling, except for Committee approved low profile walls surrounding a courtyard, shall be constructed in decreasing heights in compliance with all City standards and intersection site distance requirements contained below. No fence, wall, hedge, shrub or other structure shall be placed or maintained along any front property line. No Party Wall shall be erected or maintained in such manner as, in the opinion of the Committee, shall create a potential hazard or aesthetically offensive appearance.

15. **Sight Distance at Intersections.** No fence, wall, hedge, or shrub which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within a triangle formed by the street property lines and a line connecting them at points thirty (30) feet from the intersection of the street property lines extended. The same sight line limitations shall apply on a driveway or alley. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

16. **Vehicles.** Motor vehicles that are inoperable shall not be permitted to remain upon any street or Lot within the Development for a period of more than seventy-two (72) hours. No automobile, recreational vehicle, boat, commercial vehicle, other motorized vehicle, or any portion thereof, shall be dismantled, rebuilt, serviced, repaired or repainted on or in front of any Lot unless performed within a completely enclosed garage or other permitted structure located on the Lot which screens the sight and sound of such activity from the public streets and neighboring Lots. The foregoing restriction shall not be deemed to prevent temporary parking for loading or unloading of such vehicles. No motor vehicles and no boat, trailer, bus, motor home, camper, recreational vehicle or other such vehicles (collectively "**RV**") shall be parked or stored upon any Lot except within an enclosed garage or on a cement pad along the side of a home such that no part of the motor vehicle or RV extends in front of the edge of the home closest to the street that fronts the Lot. Parking of vehicles, boats or other equipment must be in compliance with all ordinances of the City.

17. **Paving.** All driveways, walkways, parking areas and other areas of similar nature shall be paved with concrete in accordance with Committee-approved plans and specifications within sixty (60) days of completion of a home or other improvement erected upon a Lot. Any RV or other parking pad proposed to be constructed to the side of a home or garage, must first be approved by the Committee in writing.

18. **Drainage and River Flow Control.** No structure, planting, or material shall be placed or permitted to remain and no activities shall be undertaken which may damage or interfere with established flow zone and re-armament of the Santa Clara River, create erosion or sliding problems, or which may change the direction of flow of drainage channels into the Santa Clara River. No change in the elevation of a Lot shall be made and no change in the condition of the soil or level of the land of a Lot shall be made which results in any permanent change in the flow and drainage of surface water which is detrimental to any other Lot. Construction of improvements and installation of landscaping shall be done in such a way that drainage water is retained on the Lot and/or conveyed to appropriate drainage facilities and as not to detrimentally drain onto or across any other Lot. All grading of Lots shall strictly conform to the applicable provisions of Addendum B.

19. **Lease Occupancy & Other Temporary Occupancy.** No Owner shall lease a home within the Development for transient or hotel purposes. Furthermore, no home shall be made subject to any timeshare program, interval ownership, or similar program whereby the right to exclusive use of the home rotates among multiple owners or members of a program on a fixed or floating time schedule over a period of years. By operation of law, an owner of a Lot may rent or lease the owner's home to another individual or individuals to be utilized as their primary residence. Any owner so doing shall comply with the following provisions of this Section. Any occupancy, other than by the titled owner of a Lot, the owner's family, friends and invited guests, must be for a period of at least six (6) months. No Owner may designate a tenant as family, friends or invited guests in order to avoid the intent of this Section. Each such occupancy shall be established between the parties by a written lease/rental/occupancy agreement. Any lease agreement between an owner and a lessee/renter shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration.

20. **Quiet Enjoyment** No noxious or offensive activity shall be carried on upon any Lot or part of the Property nor shall anything be done thereon which may be or may become an annoyance or nuisance to the residents of the Development, or which shall in any way interfere with the quiet enjoyment of each of the owners or which shall in any way increase the rate of insurance.

21. **Re-Subdivision, Combining or Adjustment of Lots.** Except for Lots 19, 20 and 21, no Lot shall be further divided, subdivided, partitioned, parceled or broken up into smaller Lots or units. In the event any person desires to combine two or more Lots or adjust the boundaries of two Lots, either by use or plat amendment, approval shall first be obtained from the Committee. The responsibility to comply with all legal requirements and pay all costs associated with such combination or adjustment shall be borne exclusively by the Lot owner(s) desiring the change.

22. **Damages.** Any damage inflicted upon existing improvements such as curbs, gutters, streets, sidewalks and such, by the owner of any Lot and/or their agents or builders, must be repaired within 30 (thirty) days after such damage is discovered and the expense of such repair shall be borne by the Lot owner or their contractor.

23. **Special Considerations.** Applicable Lots are subject to special restrictions as set out in *Addendum "F"* which is attached hereto and incorporated herein by this reference.

24. **Developer Immunity.** By purchasing a Lot within the Development, the Lot purchaser or owner assumes any and all risk of damage and personal injury and waives any and all known or unknown claims of whatever nature against the Developer or its agents, employees, officers, representatives, successors and assigns with regard to the Lot purchased. Such waiver specifically includes, but is not limited to any claims, damages, expenses or loss caused by any unforeseen surface or subsurface soil condition, compaction or lack thereof, flooding, or any other condition that may be associated with, or directly or indirectly related to, the purchase of the Lot or defects in the design, construction installation or management of improvements within the Development.

25. **Flood Hazard Notice.** Based on the proximity of the Property and the Lots to the Santa Clara River, improvements constructed within the boundaries of this Development may be subject to flooding and erosion hazards. Notwithstanding the preceding sentence, no Lot is located within the 100-year flood plain or erosion hazard zone as determined by the Federal Emergency Management Agency ("FEMA") or the City. Each owner, by acceptance of a deed to a Lot assumes any and all risk of damage and personal injury resulting directly or indirectly from the hazards associated with proximity to the Santa Clara River and does hold the Developer, its managers, members, officers, agents, attorneys, engineers, employees, successors and assigns harmless from any and all claims of damages of whatever nature, and by any person, caused directly or indirectly by water, erosion, deposition, flooding, flowage, whether sudden or gradual and whether resulting from surface, flood or rainfall waters.

26. **Severability.** In the event that any provision, restriction, covenant or condition contained herein is found to be invalid by a court of competent jurisdiction, the remaining provisions, restrictions, covenants and conditions shall remain in full force and effect.

27. **Duration:** This Declaration shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty years (20) from the date of recordation of this Declaration, after which time this Declaration shall be automatically extended for successive periods of ten (10) years unless an instrument, signed by the then owners of two-thirds (2/3) of the Lots, has been recorded agreeing to amend or terminate such Declaration.

28. **Amendment:** Prior to the expiration of the Developer Control Period as set forth in Section 4.a., above, this Declaration may be amended by a written document signed by the owners of two-thirds (2/3) of the Lots in the Development and the Developer. After the expiration of the Developer Control Period, this Declaration may be amended by a written document signed by the owners of two-thirds (2/3) of the Lots in the Development but without the written consent of the Developer. Likewise, during the Developer Control Period, the Developer is vested with the right to unilaterally amend this Declaration as may be reasonably necessary or desirable in the sole discretion of the Developer.

29. **Developer Exemption:** The Developer, for and on behalf of itself and all affiliated entities, so long as the activities carried on by said parties are done in connection with the development, construction and sale of the Lots and residential dwellings thereon, are exempt and free from all restrictions and constraint contained in this Declaration.

30. **Additional Property:** Additional property may be subjected to these covenants, conditions and restrictions in the discretion of the Developer. The Developer may do so by indicating its intent

to have such property bound by these covenants, conditions and restrictions on the plat of such property and recording a document (supplemental declaration) which subjects such additional property to this Declaration. Thereafter, such additional property shall be considered as part of the Property in all respects.

31. **Violation as Nuisance:** Every Act or omission whereby any restriction, covenant or condition in this Declaration is violated in whole or in part is declared to be and shall constitute a nuisance, and may be abated by appropriate legal action by the Developer or any owner or owners from time to time of any Lot or portion of the Property. Remedies under this Declaration shall be deemed cumulative and not exclusive.

32. **Enforcement:** Each and all of the restrictions, covenants and conditions contained in this Declaration are for the benefit of the Developer and the owner or owners from time to time of any Lot or portion of the Property. Each restriction, covenant and condition shall inure to the benefit of and pass with each and every Lot or portion of the Property and shall apply to and be binding upon each and every successor in interest thereto. The restrictions, covenants and conditions are and shall be deemed covenants of equitable servitude, and the actual or threatened breach thereof, or the continuance of any such breach, or non-compliance therewith, may be enforced, enjoined, abated, or remedied by appropriate proceedings at law or in equity by the Developer or the owner or owners from time to time of any Lot or portion of the Property; provided, however, that no such breach shall affect or impair the lien of any bona fide mortgage or trust deed which shall have been given in good faith and for value, except that any subsequent owner of such Lot or portion of the Property shall be bound and obligated by this Declaration, whether such ownership is obtained by foreclosure, at a trustee's sale, or otherwise. Failure by the Developer or any owner or owners of any Lot or portion of the Property, or their respective legal representatives, heirs, successors, or assigns, to enforce any of the provisions of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

33. **Assignment:** All rights of the Developer under this Declaration shall be assignable to one or more persons or parties by written instrument recorded in the Official Records on file in the Office of the Recorder of Washington County, State of Utah.

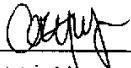
34. **Attorney Fees and Costs:** In the even enforcement hereof is required against any person or entity, the prevailing party to such action shall be entitled to recover all costs and attorney fees so incurred, whether or not suit is filed, and at trial or on appeal.

(Signature Page to Follow)

6th IN WITNESSES WHEREOF, the undersigned Developer has hereunto set its hand this day of August, 2019.

DEVELOPER:

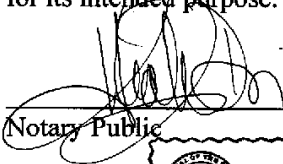
CW THE RHONE, LLC
A Utah Limited Liability Company



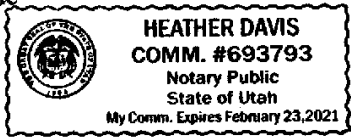
Colin H. Wright, Manager

STATE OF UTAH)
) :ss.
COUNTY OF Washington)

On the 6 day of August, 2019, personally appeared before me Colin H. Wright, who being by me duly sworn, did say he/she is a manager of CW The Rhone, LLC, a Utah limited liability company and that the this Declaration of Covenants Conditions and Restrictions of the Rhône Subdivision was executed by him/her by authority of said company's Operating Agreement for its intended purpose.



Notary Public



ADDENDUM "A"

Declaration of Covenants Conditions and Restrictions – Rhône Subdivision

(Legal Description of Property)



RHONE SUBDIVISION BOUNDARY DESCRIPTION 12/28/2018

Commencing at the Quarter Corner common to Sections 15 and 16, Township 42 South, Range 16 West, Salt Lake Base and Meridian and running North 89°35'38" West 2,654.71 feet along the East-West center section line and the basis of bearing to the calculated Center Quarter of said Section 16; thence South 00°29'34" West 480.06 feet along the North-South center section line to its intersection with the South boundary of that parcel of land owned by the City of Santa Clara, Utah and more particularly described in Instrument No. 310712, Book: 443, Page: 445. Said point of intersection also being the Point of Beginning.

Thence South 86°44'05" East 8.84 feet along the South boundary of said parcel to the East line of Vernon Street and a point on the West boundary of that parcel owned by Edward W. Arnold, Jr. and Romaine P. Arnold, Trustees of the Edward W. and Romaine P. Arnold Trust, dated the 20 day of August, 2015 (Arnold) as described in Instrument No. 20160037880;

thence South 02°14'25" West 12.65 feet along said West boundary to a point in an existing fence line;

thence South 49°31'24" East 228.95 feet along the South boundary of said Arnold parcel and also along said fence line to a point on the West boundary that parcel owned by Anthony and Sharon K. Moultrie (Moultrie) as described in Instrument No. 20160016582;

thence South 02°32'00" West 56.80 feet to the Southwest corner of said Moultrie parcel;

thence South 51°47'36" West 72.60 feet along the Westerly boundary of that parcel owned by Laura Graf (Graf) as described in Instrument No. 20180014306, to the Northwest corner of that parcel owned by Hans and Lori Hafen (Hafen) as described in Instrument No. 20120021368;

thence South 20°28'19" West 258.12 feet along the Westerly boundary of said Hafen parcel to the Southwest corner thereof;

thence South 69°18'44" East 175.13 feet along the Southerly boundary of said Hafen parcel to its intersection with West line 300 East Street (Old Farm Road) as dedicated to public use in Instrument No. 299149, Book: 421, Page 315;

thence South 07°06'40" West 460.46 feet along the West line of 300 East Street

thence North 59°25'10" West 153.15 feet to a point of curvature;

thence Northwesterly, a distance of 415.60 feet along the arc of a 1,525.00 foot radius curve to the right, through a central angle of 15°36'52" to a point of tangency;

thence North 43°48'18" West 312.98 feet to a point of curvature;

thence Northwesterly, a distance of 390.90 feet along the arc of a 625.00 foot radius curve to the left, through a central angle of 35°50'07" to a point of tangency;

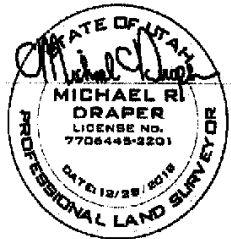
thence North 79°38'25" West 55.85 feet;

thence North 10°21'35" East 50.00 feet along a radial line;



thence Northwesterly, a distance of 31.42 feet along the arc of a 20.00 foot radius, non-tangent curve to the right (Radius point bears: North 10°21'35" East), through a central angle of 90°00'00" to a point of tangency;
thence North 10°21'35" East 64.92 feet to the Southwest corner of that parcel conveyed to David Adolph and Janiel Cox Moss, Trustees of the D&J Moss Family Trust (Moss) as described in Instrument No. 540431, Book: 1025, Page 186;
thence continuing North 10°21'35" East 57.79 feet more or less to the Southwest corner of Summerwood Estates Subdivision as shown in Instrument Number 737746, Book: 1429, Page: 2068 and running the following seven (7) courses along the Southerly and Easterly boundary of said subdivision;
thence South 80°43'05" East 382.90 feet;
thence South 12°11'55" West 32.83 feet;
thence South 56°17'05" East 57.90 feet;
thence South 46°11'05" East 64.45 feet;
thence South 56°17'05" East 71.60 feet;
thence North 04°22'55" East 187.34 feet;
thence North 02°37'55" East 122.80 feet to the Southwest corner of Andrea's Garden Subdivision as shown in Instrument No. 20170020930;
thence South 86°44'05" East 327.22 feet along the South boundary of said subdivision to its intersection with the West line of Vernon Street and the West line of that City of Santa Clara, Utah parcel heretofore described as Instrument No. 310712, Book: 443, Page: 445;
thence South 02°14'25" West 0.62 feet along the West line of said parcel to the Southwest corner thereof;
thence South 86°44'05" East 40.67 feet along the South line of said parcel to the Point of Beginning.

Containing approximately 572,268 square feet or 13.137 acres.



ADDENDUM "B"

Declaration of Covenants Conditions and Restrictions – Rhône Subdivision

(ACC Rules & Regulations)

**RULES AND REGULATIONS OF THE RHÔNE SUBDIVISION
ARCHITECTURAL CONTROL COMMITTEE**

While the controls exercised by the Architectural Control Committee ("**Committee**") must be maintained, the Committee does not intend to stifle innovative designs or architectural freedom. If any design elements of a prospective home appear to be in conflict with the controls or recommendations set forth, such conflicts must be resolved by the Committee and will, whenever possible, be resolved in favor of aesthetic and design quality.

The restrictions and standards contained herein are incorporated and made part of the Declaration of Covenants, Conditions and Restrictions Rhône Subdivision ("Declaration"). The Declaration is recorded in the Official Records on file in the Office of the Recorder of Washington County, State of Utah. Any violations of these restrictions and standards or the Declaration may result in required changes to floor plans, colors, materials, etc. at the Lot owner's and/or contractor's sole expense.

No construction may begin within the Development without the issuance of a building permit issued by the City of Santa Clara ("**City**"). A set of drawings and specifications with the Committee's stamp or signature of approval must be submitted to the City to obtain a permit. This stamp or signature of approval will be given upon compliance with all provisions stated in the Declaration and these restrictions and standards and by execution of the Disclaimer and Waiver portion of this Addendum B by the owner and contractor legally responsible for the proposed construction.

SECTION 1

1. **Plans.** Three (3) complete sets of plans as set forth and containing at a minimum, the information listed below, shall be submitted to the Committee no less than Twenty (20) days prior to the desired date for submittal to the City for a building permit. Two (2) sets will be stamped or signed and returned, one for the City and one for construction use. The plans must contain all of the following:

- a. Site Plan Sheets.
 - i. Show scale and over-all dimensions.
 - ii. Indicate Lot number and street name.
 - iii. Indicate setback from street (front yard minimum setback is twenty-five (25) feet and side yards minimum setbacks are eight (8) feet and twelve (12) feet.
 - iv. Indicate grade elevations at front corners of Lot and finished floor elevations.
 - v. Location of the HVAC unit shall be noted. No HVAC unit may be placed on the roof.

- b. Floor Plan Sheets.
 - i. Show scale and over-all dimensions.
 - ii. Indicate window and door locations and sizes.
 - iii. Show location of all HVAC units, satellite dishes and any other mechanical and/or non-mechanical devices.

- c. Elevation Sheets.
 - i. Note scale on plan.
 - ii. Show front, rear and sides of home.

2. **Standards.** The following standards shall be observed in the design of a home within the Rhône Subdivision:

- a. The color scheme should complement the neighborhood. The Committee has the right to reject any scheme it deems not consistent with the Development.

- b. Any general design or architectural style expressed in the front of the home must continue to each side elevation.

- c. Innovative designs used on the front of the home using stone, brick or other materials will be considered on an individual basis.

- d. All finished floor elevations must be a minimum of one (1) foot above the back of curb in the centermost point of the front Lot line.

- e. Finished floor elevations are to be consistent with existing homes on the adjacent Lots. In instances where the contour of the land prohibits compliance, a special examination of the site will be made by the Committee and determination made.

- f. The location of all HVAC units, satellite dishes and any other mechanical and/or non-mechanical devices must be in the rear of the home or out of street view. Special consideration will be given when rear installation is not feasible. In such situation, the unit must be screened from the street view with materials compatible with materials used in the construction of the home.

- g. Construction types and materials which are not acceptable and are strictly prohibited include: i) log houses, ii) pre-manufactured houses, iii) earth or berm houses, and iv) re-located houses.

- h. Roofing materials must be slate, clay or concrete tile. No asphalt shingles allowed. Metal roofing systems (including color) may be approved by the Committee, in its sole discretion.

- i. No home or structure on the Lot shall exceed 35 feet in height as measured from the back of curb in the centermost point of the front Lot line. All homes proposed to be over one story in height will be examined by the Committee as to the aesthetic value from

homes on adjoining Lots. The Committee has the right to restrict the height of any home, structure or landscaping if it unduly restricts a neighbor's view.

j. The outside measurement of each home will not be less than Two Thousand (2,000) square feet on the ground floor, exclusive of garages, porches, patios, and storage.

k. All storage units, detached garages, etc., are to have the same design and materials as the main dwelling, except that colored block may be used on detached buildings as approved by the Committee.

l. All homes are to have a minimum two car garage attached or detached.

m. Fences and swimming pools to follow City requirements.

n. All required landscaping (as outlined in Section 9 of the Declaration) must be completed prior to occupancy.

o. Campers, boats, pickups, and other recreational and commercial vehicles must be kept in a garage or on a concrete (or other suitable material) pad at the side or in the rear of the home (as outlined in Section 15 of the Declaration).

p. All walls around houses shall be of colored masonry materials approved by the Committee and shall conform to City requirements. No chain link, wood, or wire fences or walls are allowed.

q. In order to maintain the integrity of the Development, no roof-top mounted air conditioning, or heating equipment or any other device will be allowed.

r. A geotechnical investigation for the Development was performed by Applied Geotechnical Engineering Company ("AGEC") and a report containing their findings and recommendations was issued on July 26, 2018. A Building Pad Summary of Testing for the Development was also issued by AGEC on July 25, 2019 following the completion of grading activities. These reports are available from the Developer, the geotechnical company and copies are on file with the City building department. Builders, and contractors should become familiar with these reports and comply with recommendations. In addition, all homes must be constructed in accordance with the recommendations of a geo-technical engineer on a Lot by Lot basis.

s. Easements for installation and maintenance of utilities and drainage are reserved as shown on the recorded final plat. Structures of any type are prohibited within these easements. Driveways, landscaping, entry monuments and other materials may be placed or permitted to remain within such easements which will not damage utilities, or which will not obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the owner of the Lot except for those improvements for which a public authority or utility is responsible.

3. **Course of Construction Rules.** During the course of construction, owners and contractors will comply with the following conditions and agreements:

- a. Trash Receptacles and Debris Removal. Owners and contractors shall clean up all trash and debris at the end of each day. An approved trash receptacle must remain on the site at all times for this purpose to contain all lightweight materials or packaging. Trash receptacles must be emptied at least once a week (and more often if necessary) at an appropriate off- site facility.
- b. Concrete Truck Washout. Concrete trucks may be washed out only on the Lot being built upon and inside the construction area as approved by Santa Clara City. The owner and contractor are responsible for containing all washout to preclude this water from entering washes and contaminating the environment.
- c. Cleanliness. During the construction period, each construction site shall be kept neat and shall be properly policed to prevent it from becoming a public eyesore or affecting other parcels or any easement. Any cleanup costs incurred in enforcing these requirements shall be payable by owner and contractor. Dirt, mud or debris resulting from activity on each construction site shall be promptly removed.
- d. Materials Storage. Construction materials shall be stored on the Lot, only for such time as reasonably needed and in orderly array.
- e. Sanitary Facilities. Each owner and contractor shall be responsible for providing adequate sanitary facilities for construction workers. Portable toilets must be provided.
- f. Vehicles and Parking Areas. All construction vehicles shall be parked within the Lot being built upon or on the public street not blocking the driveways of existing homes.
- g. Dust and Noise Control. The Lot owner and contractor shall be responsible for controlling dust and noise from the construction site, including the removal of dirt and mud that is the result of construction activity on the Lot and the owner shall ensure that the contractor undertakes such responsibilities. The volume of stereos, radios or any equipment must be maintained at a LOW LEVEL that does not disturb the quiet peace and enjoyment of adjoining Lot owners or the surrounding neighborhood.
- h. Material Deliveries. All building materials, equipment and machinery required to construct a residence must be delivered to and remain within the Lot. This includes all building materials, earth moving equipment, trailers, generators, mixers, cranes, and any other equipment or machinery.
- i. Alcohol and Controlled Substances. The consumption of alcohol or use of any controlled substance on any construction site is prohibited.

j. Fires and Flammable Materials. Careless disposition of cigarettes and other flammable materials, as well as the build-up of potentially flammable materials constituting a fire hazard on the construction site are prohibited.

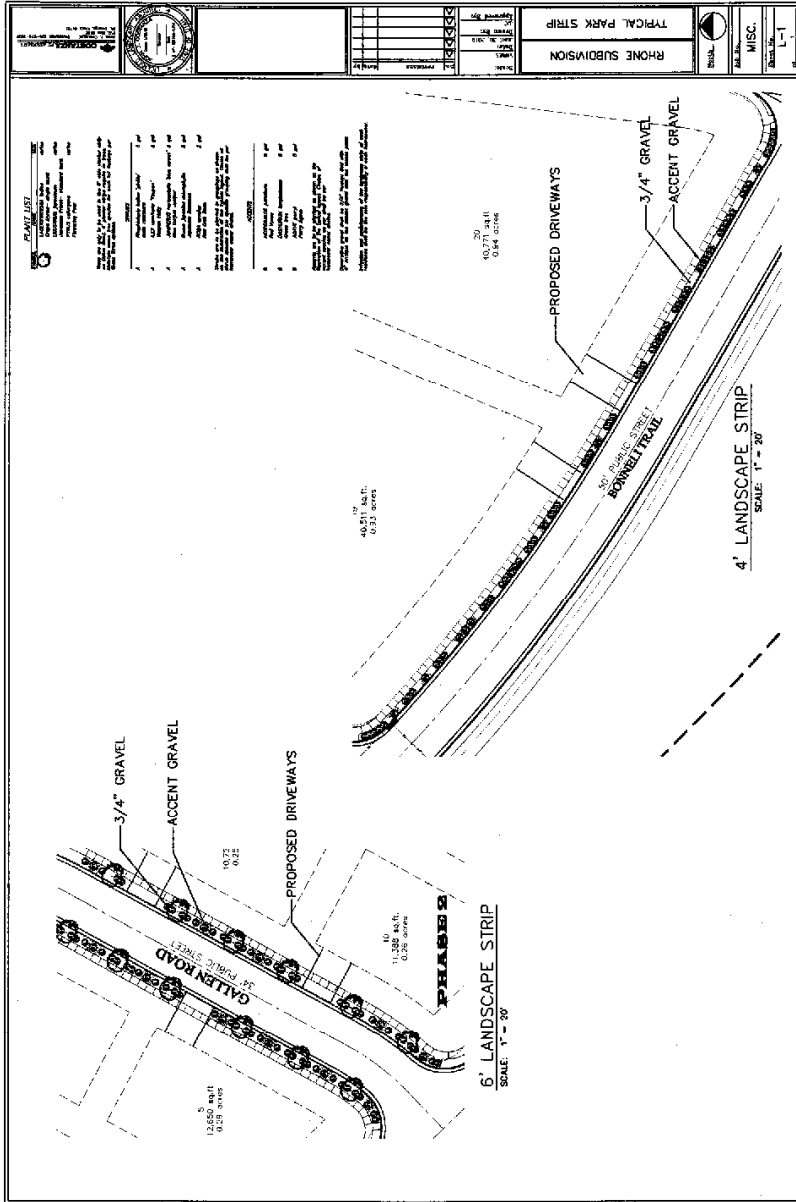
k. Construction Signage. Temporary construction signs shall be limited to one sign per Lot as allowed by city ordinance but in no case shall the temporary construction sign exceed four (4) square feet of total surface area. The sign shall be free standing, not to exceed four (4) feet in height above finish pad elevation, and of a design and in a location within the site as approved by the Committee. Attachments of signs or similar material to trees or rocks is strictly prohibited.

l. Daily Operation. Daily working hours for each construction site shall be from 30 minutes before sunrise to 30 minutes after sunset or as otherwise allowed by city ordinance or policy.

m. Commencement of Improvements. Construction of all Improvements shall commence within sixty (60) months from the acquisition of the Lot. Once a Lot is acquired the owners is required to fully maintain the Lot including, but not limited to keeping weeds under control. The Lot owner is required to keep the Lot presentable and free of garbage and other debris. Exceptions to this requirement may be granted by the Committee. The Decision of the Committee, with its findings, shall be written and delivered to each Lot Owner. A copy of the written decision to extend the commencement deadline shall be retained and kept by the Committee.

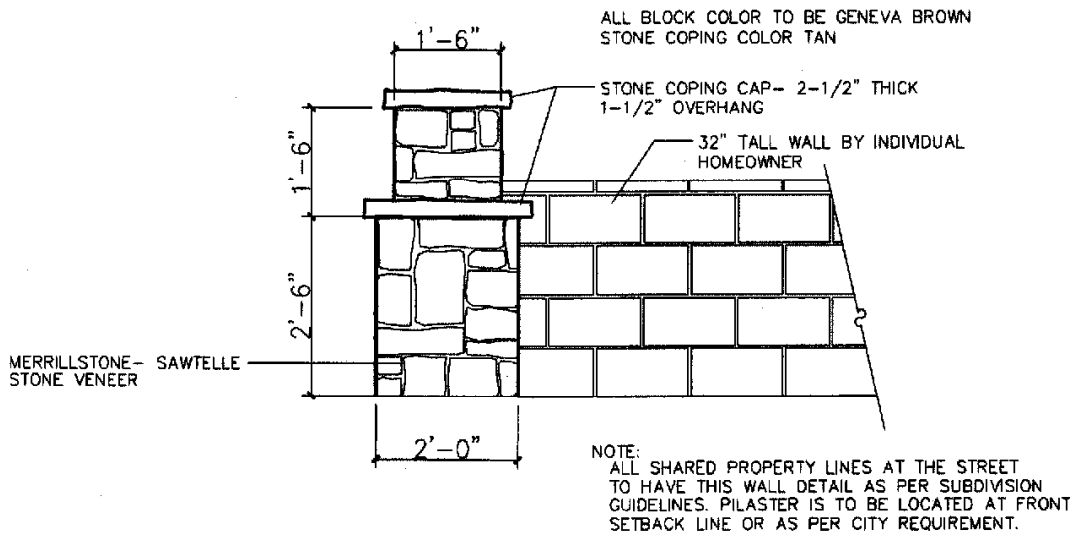
n. Completion of Improvements Upon Commencement. Construction of all Improvements, including painting and all exterior finishes, shall be completed within twelve (12) months from the building permit date so as to present a finished appearance when viewed from any angle.

ADDENDUM "C"
Declaration of Covenants Conditions and Restrictions – Rhône Subdivision
(Landscaped Planter Strip Profile)



ADDENDUM "D"
Declaration of Covenants Conditions and Restrictions – Rhône Subdivision

(Party Wall Profile)



COMMON PROPERTY LINE PILASTER

SCALE: NTS

ADDENDUM "E"

Declaration of Covenants Conditions and Restrictions – Rhône Subdivision

(Rhône Subdivision Party Wall Policy)

1. Each Lot Owner within the Rhône subdivision shall construct Party Walls along the rear and side property lines of his/her lot. Party Walls shall not exceed a height of six (6) feet.
2. These Party Walls shall conform to the approved Rhône Party Wall 'typical' design (Addendum "D") and Santa Clara City ordinances.
3. Lots 1 & 2: The northern (rear) Party Wall is existing. Only the side Party Walls must be constructed by Lot Owners. The owner of lot 2 is responsible for constructing the western Party Wall.
4. Lots 3 & 4: The owners of lots 3 and 4 are responsible for constructing new western Party Walls along the western property lines, in addition to the Party Walls at each side yard.
5. Lots 6 & 7: The owners of lots 6 and 7 are responsible for constructing new northern Party Walls along the rear property lines, in addition to Party Walls at each side yard.
6. Lot 7 & 8: A storm drain manhole and sewer manhole occupy a public utility easement along the common property line. A Party Wall along this boundary is at risk of needing to be removed by a public entity in order to access the manholes and utility lines. It is recommended that the boundary near the manholes (at the rear of the lots) be treated with a removable fence like wrought iron panels or equivalent, as approved in writing by the Committee.
7. Lot 21: The owner of Lot 21 shall construct the northern Party Wall adjacent to the non-Rhône existing lot/home. Any cost sharing with the non-Rhône neighbor to the north is the Lot Owner's responsibility.
8. Lot 22: The eastern (rear) Party Wall is already constructed. Only the side Party Walls must be constructed by Lot Owners.
9. Lot 23: Most of the eastern (rear) Party Wall is constructed. The missing portion of the eastern (rear) Party Wall must be constructed by Lot Owner as part of the construction of the home occupying lot 23. Any cost sharing with the non-Rhône rear neighbor will be Lot Owner's responsibility. The side Party Walls shall be constructed according to the timing set forth in Section 11 below.
10. Lot 24: The eastern (rear) Party Wall is existing. Only the northern Party Wall and southern Party Wall must be constructed by Lot Owner. Any cost sharing with the non-Rhône neighbor to the north will be the Lot Owner's responsibility. The northern Party Wall shall be constructed as part of the construction of the home occupying lot 24. The southern Party Wall shall be constructed according to the timing set forth in section 11 below.

11. All Party Walls shall be constructed no later than the certificate of occupancy of the home occupying the adjacent Rhône lot. For example, if the Lot Owner of lot 16 constructs a home occupying lot 16, it is not required to construct the Party Wall in common with lot 15 until such time as the Lot Owner of lot 15 constructs its home and seeks certificate of occupancy. Once it is necessary to construct one of the Party Walls, all Party Walls associated with a lot shall be constructed simultaneously.

12. The cost of each Party Wall will be equally shared by adjacent Rhône Lot Owners. The cost of each rear Party Wall is the sole responsibility of the Lot Owner.

13. Side Party Walls shall be centered along the side property lines.

ADDENDUM "F"

Declaration of Covenants Conditions and Restrictions – Rhône Subdivision

DISCLOSURE OF ADDITIONAL REQUIREMENTS FOR SPECIFIC LOTS

All Lots of the Development are affected by parts, if not all, of this Addendum C. The Rhône Subdivision is developed as a complement to the existing neighborhoods and small town residential feel of the City of Santa Clara. In order to preserve these neighborhood values and character the following additional requirements are imposed:

1. **Entrance Features.** Special landscaping and permanent project signage and artistic accents may be placed near the entrances of the Development on Lots 1, 9 and 21 ("**Entrance Features**") in the locations, style and materials designated in *Exhibit 1*. Entrance Features will be constructed by the Developer at its sole cost and expense. Lot owners of Lots 1, 9 and 21 agree to pay the ongoing costs of water to said Entrance Features and to regularly maintain all elements of the feature on their Lot in a clean, consistent and aesthetically pleasing manner in perpetuity. Entrance Features shall be maintained to their original condition. No Lot owner shall materially alter or change an Entrance Feature and its associated landscaping without written approval from the Committee.

2. **Standard Access Road Sidewalk, Planter Strip & Joint Utilities.** Lots adjacent to Vernons Street and Bonneli Trail shall have 4-foot wide planter strip (of which joint utilities may exist underneath) and a 4-foot wide concrete sidewalk adjacent to their Lot. The planter strip, joint utilities and the sidewalk and are located within the City's right of way. Although the joint utilities and sidewalk will be installed, by or at the direction of, the Developer at the time the Development is constructed, the obligation of a) installing the landscaping within the planter strip per the typical design found in Addendum C, and b) caring for and maintaining the planter strip in front of their Lots shall be the obligation of Lot owner, at their sole cost and expense. In the event a tree or shrub within the planter strip dies or is destroyed for any reason, the same shall be replaced within sixty (60) days utilizing the same species.

3. **Gallen Road Sidewalk, Planter Strip & Joint Utilities.** Lots adjacent to Gallen Road shall have a 4-foot wide concrete sidewalk and a 6-foot wide planter strip (of which joint utilities may exist underneath) which shall exist within the front public utility easement outside the City's right of way. Although the joint utilities and sidewalk will be installed, by or at the direction of, the Developer at the time the Development is constructed, the obligation of a) installing the landscaping within the planter strip, and b) caring for and maintaining the planter strip adjacent to their Lots shall be the obligation of Lot owner, at their sole cost and expense. In the event a tree or shrub within the planter strip dies or is destroyed for any reason, the same shall be replaced within sixty (60) days utilizing the same species.

4. **Individual Secondary Irrigation Systems.** All Lots will have secondary irrigation water provided by the City of Santa Clara, Utah. All Lot owners shall connect their exterior landscape irrigation system to this pressurized irrigation delivery system.

5. **Setback & Easements.** The owners of all Lots within the Development shall be subject to the setback requirements designated on the final plat and by the City's zoning ordinance. Other

than landscaping, sidewalks and Party Walls, no owner of a Lot shall cause a permanent structure to be placed or erected within the setbacks. Each Lot owner, by accepting a deed to their Lot, acknowledge and agree that the City has a utility and drainage easement over, below and above the all setbacks existing upon a Lot.

EXHIBIT 1
To Addendum "F"
(Disclosure of Additional Requirements for Specific Lots & Disclaimer & Waiver of Liability)

Typical Entry Sign Profile – Rhône Subdivision

